



THE CITY OF NASHUA

Financial Services Division

Office of the Chief Financial Officer

"The Gate City"

Transmittal Date: 8/4/2020

Date Signed by Mayor:

Department / Division: Assessing

Project Name: Property Card Scanning

Description: Contract with Inception Technologies

Amount: \$59,638

Finance Committee: 7/15/20

BOA Approval Date: N/A

Return to:

Janet Graziano



CONTRACT FOR PROFESSIONAL SERVICES

PROPERTY CARD SCANNING PROPOSAL

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060
AND
INCEPTION TECHNOLOGIES INC.
and its successors, transferees and assignees (together "Professional CONTRACTOR")
PROFESSIONAL CONTRACTOR

7 SUNDIAL AVE, SUITE 403W
MANCHESTER, NH 03103
ADDRESS OF CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Professional Contractor ; and

WHEREAS, it is deemed that the services of a Professional Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Professional Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts
Exhibit B--Scope of Services, Contract Time, Fee Schedule

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Professional Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and

required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE. Professional Contractor shall perform and complete all work within the time periods set forth and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional CONTRACTOR shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Professional Contractor agrees to perform the work for a total cost not to exceed Fifty Nine Thousand Six Hundred and Thirty-eight Dollars (\$59,638.00)

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit B or unless Professional Contractor has received a written exemption from the City of Nashua. Professional Contractor shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

☐ Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

☐ Paper Copies via US Mail to:

City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060

Please do not submit invoices both electronically and paper copy.

In addition, and to facilitate the proper and timely payment of applications, the City of Nashua requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Professional CONTRACTOR agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Professional CONTRACTOR. The City of Nashua will pay Professional Contractor within 30 days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

6. **NOTICES.** All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

**CITY OF NASHUA
REPRESENTATIVE:**

Kim Kleiner
Director of Administrative Services

229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

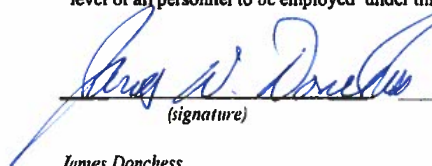
Raymond Feoli
President

Inception Technologies Inc.
77 Sundial Ave, Suite 403W
Manchester, NH 03103

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Professional CONTRACTOR may change the address or representative by giving written notice to the other party.

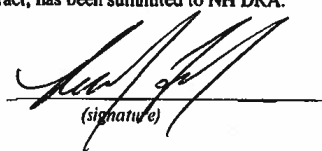
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

By signing the contract, Contractor attests that pursuant to RSA 21-J:1 I and Rev 602.01 (c) & (d): (1) The contract, any revised contract, and the names and DRA-certified level of all personnel to be employed under the contract has been first submitted to the DRA for examination; and, (2) No appraisal work shall begin until a copy of this executed contract and the names and DRA-certified level of all personnel to be employed under this contract, has been submitted to NH DRA.


(signature)

James Donchess
Mayor
City of Nashua

Date: 8/16/20


(signature)

Raymond Feoli
President,
Inception Technologies, Inc

Date: 8/3/2020

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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Contractor", and its successors, transferees and assignees (together "Professional CONTRACTOR") includes any of the Professional Contractor's Contractors, subcontractors, Contractors, and subContractors
2. **PROFESSIONAL CONTRACTOR STATUS** The parties agree that Professional Contractor shall have the status of and shall perform all work under this contract as a Professional Contractor, maintaining control over all its contractors, subcontractors, consultants, or subconsultants. The only contractual relationship created by this contract is between the City of Nashua and Professional Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Contractor's contractors, subcontractors, consultants, or subconsultants. The parties also agree that Professional Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Professional CONTRACTOR or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **STANDARD OF CARE** Professional Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Professional Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Professional Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Professional Contractor shall not in any way relieve Professional Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Professional Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Professional Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Professional Contractor without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Professional Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Professional Contractor's performance under the contract. Professional Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Professional Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Professional Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Professional Contractor of the change.

When Professional Contractor seeks changes, Professional Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Professional Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Professional Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Professional Contractor in the performance of its work under this contract and that such personnel will be available to Professional Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Finance Committee in a timely manner. The City of Nashua and Professional Contractor also agree to attend all meetings called by the City of Nashua or Professional Contractor to discuss the work under the Contract, and that Professional Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Professional Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Contractor. All future questions Professional Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work

affected by a conflict, error, omission, or discrepancy which has been performed by Professional Contractor prior to having received the City of Nashua's resolution shall be at Professional Contractor's risk and expense. At all times, Professional Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Professional Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Professional Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Professional Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Professional Contractor shall receive all amounts due and not previously paid to Professional Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Contractor in the event of a failure by Professional Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Professional Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Professional Contractor, the City of Nashua fails to pay Professional Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, the Professional Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.

3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Professional Contractor shall receive all amounts due and not previously paid to Professional Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Professional Contractor's failure. Professional Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Professional Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Professional Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Professional Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Professional Contractor such that Professional Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Professional Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Professional Contractor's principals, officers, employees, agents, subContractors, Contractors, vendors, or suppliers are expressly recognized to be within Professional Contractor's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Contractor Representative. At all times, Professional Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute

as described above within 30 days, the parties may request that the dispute be submitted to the Finance committee for resolution. If the parties are dissatisfied with the decision of the Finance committee, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Professional CONTRACTOR agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Professional Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability;
 ***Coverage must include all owned, non-owned and hired vehicles.**
- \$1,000,000 Professional Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Professional Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Contractor. SubContractors are subject to the same insurance requirements as Professional Contractor and it shall be the Professional Contractor's responsibility to ensure compliance of this requirement.

Professional Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Professional Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Contractor is encouraged to purchase such additional insurance, as it deems necessary.

- ✦ The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- ✦ Professional Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by the Professional Contractor or anyone employed, directed, or supervised by Professional Contractor.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Contractor agrees to indemnify and shall defend and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Professional Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Professional Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Professional Contractor. Professional Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Professional Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Professional CONTRACTOR to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Professional Contractor in full within 30 days of approval of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Contractor agrees to the following terms. Professional Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Professional Contractor's attention is directed to "Title 41"Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Professional Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, Contractors, and sub Contractors to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Professional Contractor under this contract.

In connection with the performance of work under this contract, Professional Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Professional Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Professional Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Professional Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Professional Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Administrative Services Division, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Contractor's expense, by Professional Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Contractor in the performance of its obligations under this contract must be retained by Professional Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Contractor shall promptly remit and deliver the materials, at Professional Contractor's expense, to the City of Nashua. Professional Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Contractor's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Contractor (including those remitted to the City of Nashua by Professional Contractor pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Professional Contractor. The City of Nashua shall have the right to reproduce any such materials. Notwithstanding any provision to the contrary contained in this Agreement, Professional Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications to the extent that Professional Contractor identifies each element of all such information to the City of Nashua simultaneously with the provision of the same

Professional Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Professional Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Professional Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Contractor infringes any patent.

Professional Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided

that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Contractor with a written list of work not completed. With respect to work listed by the city of Nashua as incomplete, professional contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Division of Administrative Services, mayor or other designated official accepts and approves the notice of completion.
23. **TAXES** Professional Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Professional Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Contractor. If any such interest comes to the attention of Professional Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Professional Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Professional Contractor shall refund to the City of Nashua any profits realized under this contract, and Professional Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Professional Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Professional Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Professional Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Professional Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

**EXHIBIT B to
AGREEMENT
BETWEEN
THE OWNER
AND CONTRACTOR**

PROPERTY CARD SCANNING PROPOSAL

**SCOPE OF SERVICES, CONTRACT TIME, FEE SCHEDULE PROFESSIONAL
CONTRACTING SERVICES**

This is an exhibit attached to and made part of the Agreement dated July 15, 2020 between Inception Technologies, Inc (CONTRACTOR) and the City of Nashua, New Hampshire (OWNER).

This exhibit describes the Scope of Services, Contract Time, and Fee Schedule for the project known as the Property Card Scanning Proposal.

1.0 Scope of Work

Please see attached.

2.0 Contract Fixed Fee Schedule

Please see attached.

3.0 Fee Schedule, Compensation and Invoicing

Services shall be billed upon satisfactory completion.
Invoices shall be submitted by Paper Copies via US Mail to:

**City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060**

Or Electronically via email to VendorAPInvoices@NashuaNH.gov and must contain the Purchase Order Number.



Statement of Work

This Statement of Work contains the tasks and responsibilities required for completion of the conversion/capture processes to be performed by Inception Technologies for the customer. There are assumptions being made as well for this project that could impact pricing if these change. The following assumptions were made

- Property cards are single page documents with few staples
- Property cards are single sided documents
- Documents will be indexed by Map XXX and Lot XXX with 3 characters for each field
- Database with Map, Lot, Street Number, Street Name and Owner will be provided to minimize data entry

Client Obligations:

- Boxing of documents
- Provide Manifest of documents or folders
- Preparation of documents as described below
- Provide a Point of Contact for the Project

Proposed Workflow:

In order to begin the Document Conversion Process, the customer will need to prepare the files to be sent out to the Inception Technologies as follows:

Prior to transferring the files to Inception Technologies, it is strongly recommended that the customer create a manifest detailing the contents of each box. This ensures that the customer will be able to track which documents Inception Technologies has to facilitate expedited return of documents if required.

Inception Technologies Operations Management team will work with the customer's project team to develop a mutually convenient pick-up and delivery schedule. Depending on the time-sensitivity of the project and the current workload in the Inception Technologies Production Facility, multiple pick-ups may be scheduled.

Upon receipt of the documents, Inception Technologies will log the total number of boxes in each shipment, label each box with an ID and record Box ID (at Inception Technologies Imaging facility) in our Production Control system. The customer can login to our Portal to check the status of a project or schedule another pickup. Once the boxes are received at our production facility, they are



logged into our Production Control System and processed as follows:

Document Preparation:

Documents must first be prepared to make them "scan ready". Inception Technologies personnel will remove any fasteners or clips, align documents, identify and tag illegible documents, and tape ripped documents with clear Scotch tape. Because some pages will be of various sizes Inception Technologies staff will, where appropriate, tape smaller pages to an 8 1/2" x 11" piece of paper to ensure uniformity at the scanner stations. All sticky notes and other non-standard pages will be prepared and scanned unless they are blank, in which case they will be removed and discarded.

Document Scanning:

The documents will be scanned at 200 Dots per Inch (200 DPI). These procedures involve analyzing the documents to be scanned to determine the correct threshold to yield the best image, scanning the documents, creating a PDF image and utilizing Perfect Page processing software to enhance the scanned image to assure the highest possible quality for each image.

Quality Control:

Inception Technologies personnel will review each image captured to verify image quality and data integrity. Objectives for this review include Readability, Skew, Border removal, Multi-Page feeds, and Document Separation. If any errors are found, Inception Technologies will re-scan these documents, ensuring that all pages scanned are of consistently high quality.

Document Indexing/Verification:

Inception Technologies will manually tag each document/folder. Customer has specified that the documents will need to be tagged/indexed. The indexing structure will be based on Company, Year, and Vendor.

Document Load/Ingest:

Upon the completion of the indexing process, Inception Technologies will create a series of image files and upload image to an External USB Hard drive or CD/DVD's. Inception could host documents in our Doctanium Cloud Services to provide online search and retrieval of documents.

Document Disposition

Upon the completion of any conversion project, Inception Technologies provides all clients with 60 days of free document storage of the original Documents. Prior to beginning any conversion project, Inception Technologies requires that the customer determine the eventual disposition of the files. Options include having the documents returned, transitioned for long-term storage, or securely destroyed.



Security

All of Inception Technologies employees are focused on maintaining the highest level of physical and digital security possible. We constantly review and test our physical security procedures and network vulnerability to ensure that all documents and data are safe and highly secure. Below are the processes and security controls we incorporate.

Production Site Physical Security

Our production facility is located in a modern, 6,000 square foot, fully alarmed building with 16 Camera's providing full video coverage of the facility and your documents. Documents are secured each night in a segregated area of our facility. All locks are coded and require a valid code to enter into each area. Our security locks audit and tracks each entry into an area.

Inception Technologies Production Control System

The Inception Technologies Production Control System (PCS) individually tracks each box as they move through the production process. All boxes of Incoming documents or media are logged and a label is printed to track each box as it moves through the imaging process.

Data Security

Inception Technologies employs the following procedures for maximum security of our customers' confidential information:

- Employment of Dual redundant RAID 5 server configuration
- File servers in production are located in a secure data center with limited access to select IT staff only.
- All production servers and workstations are monitored and protected by our state-of-the-art firewall and intrusion monitoring and reporting systems. In addition, all servers and workstations are protected with antivirus software.
- Employee access to client data is tightly controlled at both the application level and file access level.
- Database information in process is password protected at both the Client and Server levels



600,000 Pages of Property Cards

Conversion Services

Item	Description	Price	Qty	Ext. Price
INCEPT-Prep	Inception Technologies Document Prep Services Document Prep Services for scanning Paper documents including removing paperclips, staples and fasteners. Document Prep may include insertion of barcode or separator sheets to identify new documents.	\$21.52	650	\$11,988.00
INCEPT-P2D	Inception Technologies Document Scanning Services Paper Document Scanning Services converting Standard size documents to digital format. Pricing for documents up to 11 x17 inches. Documents can be converted to any standard image format including TIF, PDF, Searchable PDF, JPG or other Format	\$0.031	800000	\$24,800.00
INCEPT INDEX	Inception Technologies Document Indexing Services Document Indexing Services - tagging and indexing documents to customer specifications and defined fields. Customer can define as many fields as needed. Pricing is by the keystroke or character captured.	\$0.007	1000000	\$7,000.00
INCEPT WIDEBW 54	Inception Wide Format Scanning Services up to 54 in. Bifontal Document Scanning Services converting Wide Format or Engineering Drawings to digital format in bifontal (black and white). Pricing for documents up to 54 inches wide. Documents can be converted to any standard image format including TIF, PDF, Searchable PDF, JPG or other Format	\$0.95	1000	\$950.00
INCEPT-REPrep	Inception Technologies Document Re-Prep Services Document Re-Prep Services for scanning Paper documents. Documents will be reassembled into original folders and boxes to the best of our ability. This may include the removal of barcode or separator sheets	\$21.50	300*	\$6,450.00
The following services below are optional and can be added if desired.				
Incept-restore	Inception Technologies Records Storage Services Record Storage services for long term archive of documents in our secure facility. Price is per 1.2 cubic feet minimum of 200 cubic feet per customer.	\$0.60	1*	\$0.60
INCEPT-Shred	Inception Technologies Document Shredding Services Inception Technologies provides Secure Document Shredding Services with a full audit of the process and a Certificate of Destruction. Pricing is by the pound.	\$0.15	1*	\$0.15

**Hosted Services**

Item	Description	Price	Qty	Ext. Price
DocuWare Base System includes all of DocuWare's software modules including the following:				
<ul style="list-style-type: none"> • Electronic Forms • Search and Retrieve Documents • Multi-faceted Security for Users, Groups and Roles • Document Workflow Engine • MS Office and Outlook Module • Document Retention and Audit Reporting • DocuWare Mobile App for Android and iOS 				
Subtotal				\$3,700.00

Professional Services

Item	Description	Price	Qty	Ext. Price
INCEPT-PRFSRVHR	Inception Professional Services Hourly Rate	\$3,500.00	2	\$7,000.00
-20	Inception Technologies Professional Services Hourly Rate for Block of 20 Hours			
Subtotal				\$7,000.00

Any additional project requirements identified may increase or decrease pricing based on the customer's changes.

This is an estimate based on measurements taken during customer visit. Actual volumes may vary based on several factors. Inception will honor the fixed price up to 800,000 pages. Volume beyond that will need to be handled in the change of Scope procedure per the contract.

**Property Card Scanning Proposal**

Prepared by:
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Prepared for:
 City of Nashua, NH
 City of Nashua, NH Central Purchasing
 Department P
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Quote Information:
 Quote #: RF001345
 Version: 3
 Delivery Date: 06/18/2020
 Expiration Date: 07/17/2020

Quote Summary

Description	Amount
Conversion Services	\$46,738.00
Hosted Services	\$5,700.00
Professional Services	\$7,000.00
Subtotal:	\$59,438.00
Shipping:	\$200.00
Total	\$59,638.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date